

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

CITY OF ANKENY, IOWA

THIS AGREEMENT is entered into by and between the Polk County Board of Supervisors, on behalf of Polk County, Iowa, hereinafter referred to as the "County", and the City of Ankeny, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, and D which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of this Agreement is listed in Attachment A.
4. The duties of the County are listed in Attachment B.
5. The duties of the City are listed in Attachment C.
6. Attachment D is a map of the project location.
7. The County shall be the lead agency for carrying out the terms of this agreement.
8. Polk County Public Works shall administer performance of this Agreement for the County.

9. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the Agreement.
10. In the event of a breach by any entity of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
11. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
12. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original, on the

_____ day of _____ 20__

Polk County, Iowa
Board of Supervisors

By: _____
Chairperson

Attest _____
Jamie Fitzgerald, Polk County Auditor

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Ankeny has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

City of Ankeny

by: _____
Mayor

Attest _____

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between the County and the City for the City to utilize the County's publicly let Hot Mix Asphalt (HMA) Resurfacing Contract with OMG Midwest, Inc., dba Des Moines Asphalt & Paving to complete the City's HMA Paving of SW Oralabor Frontage Road.

ATTACHMENT B

Duties of the County

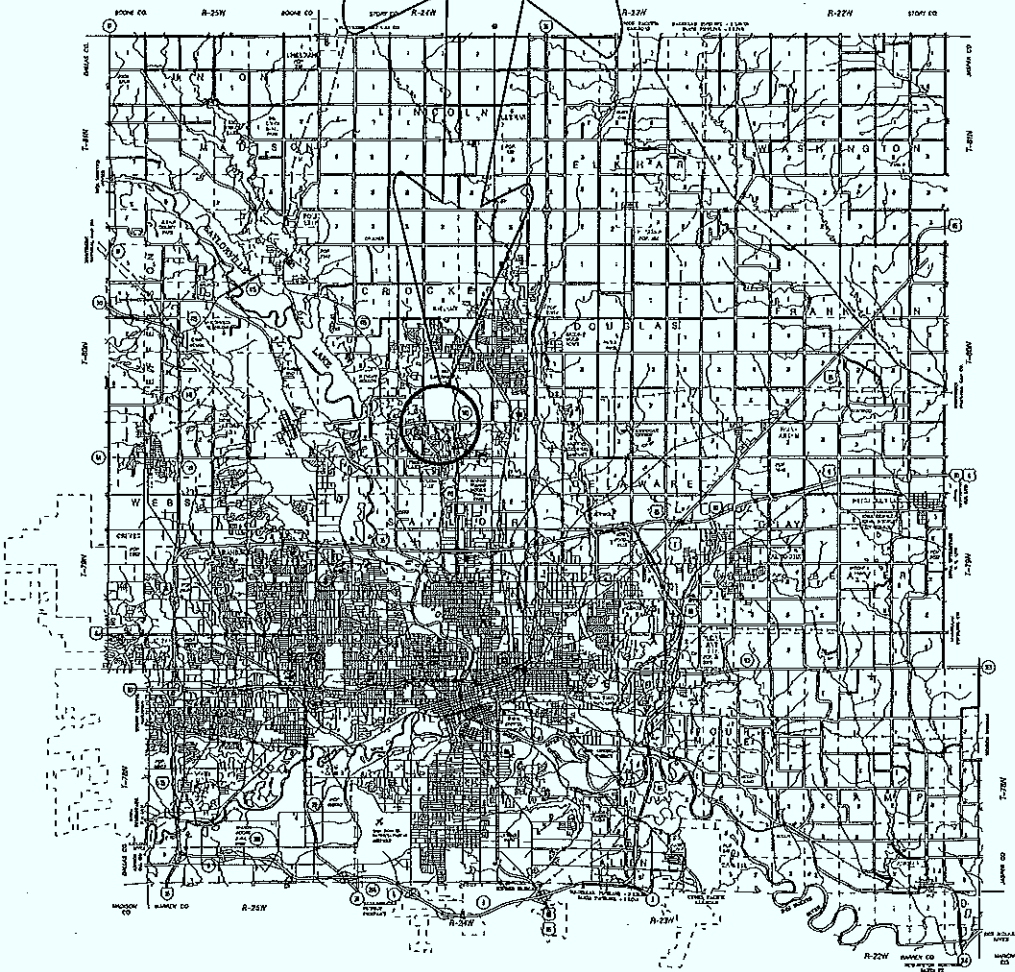
The County, through their Public Works Department, shall provide the City with a copy of the executed contract that it has entered with OMG Midwest, Inc., dba Des Moines Asphalt & Paving, and a copy of the change order form to allow the City to utilize this publicly let contract to complete their HMA paving project.

ATTACHMENT C

Duties of the City

By use of a contract change order, the City shall utilize the County's current HMA Resurfacing contract with OMG Midwest Inc., dba Des Moines Asphalt & Paving to complete construction of its SW Oralabor Frontage Road HMA Paving Project. The City shall be responsible for all coordination, design, inspection and contract administration for this project. The City shall use the County's existing contract and change order form to prepare the contract change order and negotiate directly with the County's contractor for any work items not included in the County's contract so that they may be included in the change order. The City shall work with the County's contractor directly on coordination of work and pay the Contractor directly for their construction costs. Work will be completed FY2010-2011.

ATTACHMENT "D"



CONTRACT

Kind of Work Bituminous Seal Coat Resurfacing

Miles 19.79

Project No. Bid #140-1011, LRS-1-13-10

County Polk

THIS AGREEMENT made and entered by and between Polk

County, Iowa, by its Board of Supervisors

consisting of the following members: Tom Hockensmith, Chairperson; John Mauro, Angela Connolly, Robert Brownell,

E.J. Giovannetti

Contracting Authority, and

OMG Midwest, Inc. dba Des Moines Asphalt & Paving

of Des Moines, Iowa

Contractor

WITNESSETH: That the Contractor, for and in consideration of
seventy-five and 99/100

Three million one hundred thirty-nine thousand six hundred

Dollars (\$ \$3,139,675.99)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications
therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
1.	Granular Shoulders	5,178.20 Ton	23.25	\$120,393.15
2.	Cleaning & Preparation of Base	19.79 Mi	150.00	\$2,968.50
3.	Patches, Full by Area	44.00 SY	125.00	\$5,500.00
4.	Patches, Full by Count	8.00 Each	125.00	\$1,000.00
5.	Relocation of Mailboxes	84 Each	55.00	\$4,620.00
6.	Relocation of Paper drops	39 Each	45.00	\$1,755.00
7.	Pavement Scarification	4,832 S.Y.	10.00	\$48,320.00
8.	HMA Surface, 1/2" Mix	38,605 Ton	70.00	\$2,702,350.00
9.	Painted Pavement Marking, Waterborne	3,102.12 Sta	7.21	\$22,366.29
10.	Painted Symbols and Legends	4 Each	75.00	\$300.00
11.	Traffic Control	Lump Sum	7500.00	\$7,500.00
12.	Flaggers	114.00 Day	295.00	\$33,630.00
13.	Pilot Car	9.50 Day	445.00	\$4,227.50
14.	Mobilization	Lump Sum	63,304.55	\$63,304.55
15.	Adjustment of Fixtures	3 Each	350.00	\$1,050.00
16.	Culvert, PVC 24" Dia	2,140 LF	43.00	\$92,020.00
17.	Bore, PVC Storm, 24" Dia	60 CF	337.00	\$20,220.00
18.	Intake Complete	1 Each	1,300.00	\$1,300.00
19.	Manhole	1 Each	2,500.00	\$2,500.00
20.	Class A Road Stone, Driveways	50 Ton	25.00	\$1,250.00
21.	Intake Mod	1 Each	850.00	\$850.00

Said specifications and plans are hereby made a part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Auditor
under date of _____, 20__

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth.
Subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No.

Bid #140-1011, LRS-1-13-10

in Polk

County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of

contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
	7/01/10, or ten days after notice to proceed		40 Working Days

That time is the essence of this Contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the Parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

13th day of APRIL, 20 10

Approved
POLK COUNTY

By [Signature]
Date 4-7-10

Polk

County, Iowa

By [Signature]
Chairperson, County Board of Supervisors

Date 4/6/2010

By [Signature]

CONTRACT

Kind of Work **Bituminous Seal Coat Resurfacing**

Miles 19.79

Project No. Bid #140-1011, LRS-1-13-10

County Polk

THIS AGREEMENT made and entered by and between **Polk**

— County, Iowa, by Its Board of Supervisors

consisting of the following members: Tom Hockensmith, Chairperson; John Mauro, Angela Connolly, Robert Brownell,

E.J. Giovannetti

Contracting Authority, and

OMG Midwest, Inc. dba Des Moines Asphalt & Paving

of Des Moines, Iowa

Contractor

WITNESSETH: That the Contractor, for and in consideration of seventy-five and 99/100

Three million one hundred thirty-nine thousand six hundred

Dollars (\$) **\$3,139,675.99**

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

[illegible]

Said specifications and plans are hereby made a part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Auditor under date of _____, 20____.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth. Subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No.

Bid #140-1011, LRS-1-13-10

in **Polk** County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

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That time is the essence of this Contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the Parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

137th day of APRIL 20 10

POLK COUNTY

By (Signature)

Date 4-27-10

Polk

County, Iowa

~~Contracting Authority~~

By Tom Northcutt
Chairperson, Chatham County Board of Supervisors

Date 4/6/2010

By Therese A. Chapman
Controller